



GOVERNMENT OF TELANGANA
ABSTRACT

AHDD&F Department – Approval of Terms and Conditions of Tenders and Constitution of Technical and Financial Bid Committees to invite and finalize the Tenders through e-procurement for supply of Certified & Truthfully labeled fodder seed for the year 2015-16 – Orders - Issued .

ANIMAL HUSBANDRY, DAIRY DEVELOPMENT & FISHERIES (AH) DEPARTMENT

G.O.RT.No. 103.

Dated: 19-5-2015.

Read :-

From the Director of Animal Husbandry, Telangana State, Hyderabad, Lr.Roc.No.1545/D/D3/2015,
Dated: 30.4.2015.

ORDER :

In the circumstances reported by the Director of Animal Husbandry, Telangana, State, Hyderabad in the reference read above, Government after careful examination hereby constitute the following Technical and Financial Bid Committees for supply of Certified & Truthfully labeled fodder seed and also accord permission to the Director of Animal Husbandry, Telangana State, Hyderabad to invite and finalize the Tenders for supply of Certified & Truthfully labeled fodder seed through e-procurement for the year 2015-16 with the guidance of Technical and Financial Bid Committees duly following the Terms and Conditions of tenders appended to this order and due procedure.

I. TECHNICAL BID EVALUATION COMMITTEE

1	Director of Animal Husbandry, Telangana, Hyderabad	Chairman
2	Two Joint Directors from Animal Husbandry Department	Member
3	Joint Director (Technical), O/o D.A.H.	Member
4	Director in charge, Regional Fodder Station, Mamidipally	Member
5	Principal Scientist, Directorate of Sorghum Research, R'Nagar, Hyderabad.	Member
6	The Vice Chairman and Managing Director, TSSDC, Telangana State, Hyderabad / His Nominee	Member
7	Chief Seed Certifying Officer, Telangana State, Hyderabad / His Nominee	Member
8	Joint Director (A) (Seeds), Commissionerate of Agriculture, Telangana State, Hyderabad	Member
9	Principal Scientist & Head AICRP on Forage Crops, R'Nagar, Hyderabad / His Nominee	Member
10	Additional Director (AH), Department of Animal Husbandry.	Member-cum-convenor

II. FINANCIAL BID EVALUATION COMMITTEE

1	Director of Animal Husbandry, Telangana, Hyderabad	Chairman
2	Principal Scientist & Head AICRP on Forage Crops, Rajendra Nagar, Hyderabad	Member
3	Two Joint Directors from Animal Husbandry Department	Members
4	Director, Regional Fodder Station, Mamidipally	Member
5	Chief Accounts Officer, Directorate of Animal Husbandry, TS, Hyderabad	Member
6	Additional Director (AH), Directorate of Animal Husbandry, Hyderabad	Member-cum-convenor

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(p.t.o.)

3. The Director of Animal Husbandry, Telangana State, Hyderabad shall take necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF TELANGANA)

S. P.SINGH
PRINCIPAL SECRETARY TO GOVERNMENT

To
The Director of Animal Husbandry
Telangana State, Hyderabad (w.e).

Copy to:

All Members of Committee through Director of Animal Husbandry, TS, Hyderabad.

P.S. to Hon'ble Minister (Agri. & AH).

P.S. to Principal Secretary to Government, AHDD&F Department.

SC/SF

// FORWARDED :: BY ORDER //

SECTION OFFICER

**Annexure to the G.O. Rt.No.103 , Animal Husbandry, Dairy Development & Fisheries (AH) Department,
dated: 19-5-2015**

**TERMS & CONDITIONS OF TENDER FOR SUPPLY OF FODDER SEED (TL & Certified) TO ANIMAL
HUSBANDRY DEPARTMENT, GOVERNMENT OF TELANGANA FOR THE YEAR 2015-16**

- 1 Tenders will be accepted through on-line up to, 5.00 P.M. by the Director of Animal Husbandry, Government of Telangana, Hyderabad for the supply of Certified & TL Fodder seed in the shape of packed and labeled ½Kg, 1kg, 2 kg, 3kg, & 5 kg to supply to the farmers on subsidy basis for a period of One year from the date of acceptance of the tender (OR) Till Finalization of the next Tenders.
- 2 All the interested bidders have to mandatorily log on to e-procurement website through secure mode only and submit their bids using digital certificates (signing certificate – Single key pair) obtained from APTS (AP Unit/Telangana unit) Technology Services Ltd., [TTS-Sub CA] in compliance to Chapter III of IT Act 2000. The details and procedures for obtaining digital certificates is given at www.eprocurement.gov.in or contact the helpdesk of the site or visit www.tts.gov.in
- 3 The details of Fodder Seed requirements & packing's are as follows:

S. No	Item Code	Item Name	Unit Pack	Approximate Quantity (MT)
1	HFJC-101	Hybrid Fodder Jowar (Certified)	5 Kg	400
2	HFJC-102	Hybrid Fodder Jowar (T/L)	5 kg	300
3	HFB-103	Hybrid Fodder Bajra (TL)/Certified	1 Kg	25
4	HFB-104		1/2 kg	25
5	CPF-105	Cow Pea(fodder Variety) (TL)	2 Kg	25
6	CPC-106	Cow Pea (Fodder Variety)(Certified)	2 Kg	25
7	SHL-107	Stylo hamata (TL)	1 Kg	50
8	MAT-108	Maize AT (TL)	5 Kg	100
9	MAT-109	Maize AT (TL)	10 Kg	100
10	MAT-110	Maize AT(Certified)	5 Kg	200
11	MJ-111	Maize J1006 (Certified)	5 Kg	400
12	LFA-112	Lucerne Annual Variety (TL)/Certified	1 Kg	25
13	HLF-113	Hedge Lucerne(TL)	1/2 Kg	05
14	HLF-114		1 Kg	05
15	HSS-115	Hybrid Sweet Sorghum (TL)/Certified	1 kg	50

4.0 ELIGIBILITY TO PARTICIPATE IN TENDERS:

- 4.1 Fodder Seed Producing Organizations, Cooperative Institutions, Government Undertakings, Public Sector Undertakings, Private Seed Producers, Distributors and Stockiest with valid [Centralized Seed License / Centralized Seed License with Co-Marketing permission](#) from the Department of Agriculture, Telangana, and Hyderabad.
- 4.2 The tenderer should have (2) years (2012-13 & 2013-14) of marketing experience for the quoted varieties of Fodder Seed supplied to any State Government, Public Sector undertakings, Dairy Co-operative Unions and other organizations. In case of Certified Seeds, the firm should have 2 years of marketing experience in any fodder seed marketing.
- 4.3 The stockiest and distributors have to submit valid [Dealer Seed License issued by the concerned District authorities of Agriculture Department](#).
- 4.4 Tenderers shall attach electronically 2-3 invoices of different months in a year towards the sale of fodder seed as a proof of Marketing Experience covering 2012-13 & 2013-14 for the quoted fodder seed varieties.

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- 4.5 In case of private hybrids/Varieties, (The license should contain permission for regular marketing for the private hybrids/Varieties of fodder seed to be handled by the Tenderer) the Tenderer should enclose Morphological Characters certified by the Breeder for the quoted variety and the R&D Certificate facility verification report from the Competent Authority for reference.
- 4.6 The Tenderer should submit the production particulars of fodder seed variety quoted, extent of production in acres along with growers list attested by the concerned Agriculture officer/ADA of Agriculture Department.
- 4.7 Latest Form “D” (Dec-14, Jan & Feb-2015) to be enclosed for private hybrids.
- 4.8 The Tenderers shall enclose latest (Within 90 days) seed analysis report for the quoted Fodder Seed from the authorized Seed Testing Laboratory of Agriculture Department, Telangana, along with seed sample. It should be as per Indian Minimum Seed Certification Standards, 1966.
- 4.9 The Tenderers participating from other States shall furnish valid Centralized Seed license obtained from the Competent authority of the respective State.
- 4.10 In case of Hybrid fodder Jowar, the tenderer should enclose valid license from the concerned Directorate of Sorghum Research.
- 4.12 In case of Certified Maize J-1006 the tenderer should submit a certificate from Govt.of India, RFS(Regional Forage Station), that the Foundation seed is sourced by them, for Certified fodder seed production by the Tenderer/producer.
- 4.13 **With regard to Certified Seeds**, the Tenderer should also furnish Valid Centralized Seed License & Certification from State Seed Certification Agency. In case of Standing Crop under production, they have to furnish Growers list duly certified by the Certification Agency. For readily available certified seed, they shall furnish the Form – II issued by State Certification Agency.

5.0 SUBMISSION OF ON-LINE TENDER FORM:

- 5.1 Tenders have to be submitted in two parts through ONLINE in the prescribed Proforma i.e., TECHNICAL BID AND FINANCIAL BID.
- 5.2 Financial Bids of those tenders who qualify in Technical Bid will only be considered for finalization of Rate and the Firm
- 5.3 The tenderer may please note that all the columns in the Technical Bid are to be filled in meticulously with precision, with documentary evidence wherever necessary.
- 5.4 All the required documents /enclosures / literature etc., shall have to be uploaded & attached along with Technical Bid only. Eligibility for Financial Bid of the Tender will depend on the outcome of documents uploaded / electronically attached to Technical Bid.
- 5.5 The Financial Bid shall consist of only the details of rates offered. They should quote their variety of Fodder Seed under the column Brand/Make/Model.

6.0 THE SCHEDULES FOR OPENING OF TENDERS THROUGH ONLINE:

_____ (3.00 PM onwards)	Opening of Technical Bids (Part –I)
_____ (3.00 PM onwards)	Opening of Financial Bids (Part–II)

- 6.1 The dates scheduled for RECEIPT and OPENING of tenders are fixed and will not be changed under any circumstances. However, the Director of Animal Husbandry,Telangana, Hyderabad reserves the right of postponement of the date of opening of Tenders or date of opening of Technical / financial bids in the event of any unforeseen reasons.
- 6.2 For any unforeseen reasons, the last date for submission of tenders and opening of Tenders happens to be a Public Holiday, the notified dates automatically get postponed to next working day.
- 6.3 The Director of Animal Husbandry, Telangana, Hyderabad is “Not Responsible” for non- receipt of tenders (Electronically uploading/ attachment of relevant documents) or late receipt of tenders for any reason, whatsoever.

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6.4 Failure to fill and sign the declaration and Checklist shall make Tender invalid.

7.0 DOCUMENTS TO BE ELECTRONICALLY ATTACHED

7.1 All the required documents are to be arranged in the serial order, then uploaded to the e-procurement web site i.e., www.eprocurement.gov.in.

7.2 All the participating bidders should upload the documents electronically preferably in **pdf** format only.

7.3 Documents to be electronically attached:

S.No	Code No	Name of the document	Page No
1.	E-I	Check List (duly signed)	
2.	E-II	Declaration Form (duly signed)	
3.	E-III	Earnest Money Deposit	
4.	E-IV	Centralized Seed License from Commissioner & Director of Agriculture, Telangana .	
5.	E-V	Copies of Income Tax returns for last two years i.e. 2012-2013 and 2013-2014 assessment years .	
6.	E-VI	Latest Solvency Certificate in Original	
7.	E-VII	District Dealer License in case of stockiest /Distributors	
8.	E-VIII	Marketing Experience –Copies of Sale Invoices covering 2012-13 & 2013-14.	
9.	E-IX	Latest Form “D” Stock statement (Jan, Feb, 2015)	
10.	E-X	Seed Analysis Report as per Indian Minimum Seed Certification Standards from the authorized Seed Testing Laboratory of State Agriculture Department, Telangana.	
11.	E-XI	Morphological characters of quoted varieties of hybrid seeds certified by the Breeder along with R&D Documents from the Competent Authority for reference.	
12.	E-XII	Fodder Seed Production details with growers List attested by the concerned Agriculture officer.	
13.	E-XIII	Declaration on Seed Processing facilities –Document	.
14.	E-XIV	With regard to Certified seed, Copy of Seed Certification Agency is to be enclosed. In case of Standing Crop, Certified Growers list and in case of readily available seed, Form –II issued by State Certification Agency to be attached.	
15.	E-XV	License from Directorate of Sorghum Research (DOSR), for Hybrid Fodder Jowar.	
16.	E-XVI	Certificate from Director , Regional FS, GOI, that Foundation seed of Maize J-1006 supplied to the Tenderer	
17.	E-XVII	Fodder Seed Sample submission declaration	
18.	E-XVIII	Government Ownership Certificate, If applicable	
19.	E-IX	Declaration in Terms of G.O. Ms.No.352, AH, DD & F (AH.II) Dept., dated. 22-11-2000	
(The tenderers should indicate page numbers clearly on each page of the uploaded documents)			

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7.4 The Tenderers shall submit the following documents in person on or before

by 5.00 PM.

- a) Check list of all the documents uploaded
- b) Copies of all the documents, which were uploaded.
- c) Soft Copy (C D/Pen Drive) of all the documents which were uploaded
- d) Fodder Seed samples along with declaration.

Note: This is only for cross verification of the uploaded documents. Any required document failed to upload the bid shall become invalid, even though documents are produced in physical form.

7.5 All the enclosed documents shall be in English or Hindi or Telugu. If Any Document is produced in any language other than English or Hindi or Telugu, True Translation copies of Such documents in English Shall be enclosed duly attested by a Gazetted Officer. Failure to submit English translation of such documents shall make tender invalid. All Originals are to be presented at the time of scrutiny for verification.

8.0 TRANSACTION FEE:

8.1 All the participating bidders should pay a Transaction fee of @ 0.03 % of quoted value with a cap of Rs.10,000/- + Service tax @ 10.30 % on transaction fee payable to M/s Vayam Technologies, by using Credit card (Any MASTER/VISA Card) issued by any bank or through net banking accounts with ICICI, UTI or HDFC Banks as per G.O. Ms.No.13 IT&C Department Dated: 07.05.2006 with effect from 02.02.2007.

9.0 EARNEST MONEY DEPOSIT (E.M.D)

9.1 Earnest Money Deposit of Rs.5,00,000/- (Rupees Five Lakhs Only) in the form of Crossed Demand Draft / Pay Orders drawn on any scheduled bank in favour of "Director of Animal Husbandry",Telangana Payable at Hyderabad" and this E.M.D. is refundable to the Tenderers. The E.M.D. of unsuccessful Tenderers will be returned after signing the agreement with the successful Tenderers.

9.2 Cheques, Call/Term/Fixed Deposits will not be accepted towards E.M.D.

9.3 Tender received without E.M.D will be summarily rejected.

9.4 The EMD of successful Tenderer will not be converted into Security Deposit. However, it will be returned after signing of agreement and submission of Security Deposit.

9.5 The successful Tenderer has to submit Agreement along with Security Deposit within stipulated period.

10.0 INCOME TAX CLEARANCE:

10.1 Copies of Income tax returns for last two years i.e., 2012-13 and 2013-14 assessment years along with copy of PAN card have to be furnished.

11.0 SOLVENCY CERTIFICATE (Original):

11.1 The **Original** Solvency Certificate obtained from an officer not below the rank of Tahsildar or from any scheduled Bank for an amount not less than Rs.20,00,000/-(Rupees Twenty Lakhs Only) should be attached. Bank documents or credit facility letters for said amounts are not valid. Enclosed Solvency Certificate shall not be older than (90) days on the date of submission of Tenders.

12.0 CENTRALIZED SEED LICENCE :

12.1 The Tenderer should have a valid Centralized Seed license under seeds (control) order 1983 issued by the Commissioner / Director of Agriculture concerned. The license should contain permission for regular marketing for the varieties of fodder seed to be handled by the Tenderer. The stockiest /Distributors should possess Co-Marketing License.

13.0 SEED PROCESSING FACILITY:

13.1 The Tenderer should enclose documentary evidence or certificate issued by the competent Authority in support of Seed Processing facility OR Copy of Memorandum of Understanding / tie up with any firm/Company.

14.0 QUOTING OF RATES:

14.1 The rates quoted shall be in Indian Rupee and must be expressed in figures and in words as well. The cost quoted per prescribed packing size should be inclusive of cost of seed, packing, other incidental charges and F.O.R destination as given by Indenting officer.

14.2 The rates for each Unit pack of fodder seed should be quoted independently in the financial bid on online.

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- 14.3 The tenderer shall note that the rates quoted per unit pack are inclusive of cost of the seed, packing and F.O.R destination (5-8 points maximum per truck load) to the Divisional Headquarters or other places as requested by the indenting officers inclusive of taxes if any and all incidental charges (Unloading Charges etc.,) for the period of contract.
- 14.5 If the Tenderer quotes the rates at his will, overlooking the conditions in the previous paragraphs, the tender is liable for cancellation even after approval of tender and firms will face suitable legal action for such action at any time during the Rate Contract period.
- 14.6 If artificially low rates are quoted, the Director of Animal Husbandry, Telangana reserves the right to cross-verify them and ignore them from consideration in order to prevent unethical trade practices.
- 14.7 The tendered fodder seed varieties will be selected based on the lowest rates quoted by the firms in the Financial Bids. However, the tender committee reserves the right to select the fodder seed even with higher rates depending upon the popularity / market reputation of the Fodder Seed basing on the field reports / feedback given by field Veterinarians, ignoring the lowest rates.
- 14.8 NO UPWARD REVISION OF RATES WILL BE ACCEPTED/CONSIDERED DURING THE PERIOD OF RATE CONTRACT.
- 14.9 During the period of rate contract, if there is any reduction in the price, under any statutory provision or by Government order, the same reduction in prices shall be made applicable from the date of implementation of the order. The tenderer shall forthwith notify such reduction to the Director of Animal Husbandry, Telangana, Hyderabad as well as to indenting officers, failing which the contract is liable for cancellation and no further correspondence will be entertained in this regard.
- 14.10 Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated incomplete and for that reason shall be summarily rejected and any failure in supplying the indented item will be taken as a willful refusal to supply, the firm will be black listed for a period of three years.
- 14.11 No company / Firm which has been blacklisted either by Director of Animal Husbandry, Telangana, Hyderabad or by any State Government or Central Government / Organizations shall participate in the Tender during the period of Blacklisting. If any such firm participates and came to know at a later stage, and if any firm is Black listed at a later date either by the Government of Telangana or any other State / Central Government will not only be debarred / Black listed permanently and their security deposit /EMD whichever is available with the Department will be forfeited and any business / transactions will be stopped with their firms forthwith.
- 14.12 No Insurance charges will be paid by the Department / Indenter.
- 15.0 DEPOSITION OF SAMPLES:**
- 15.1 Declaration of sample submission is compulsory and should be submitted on or before by 5.00 P.M.
- 15.2 The Tenderer shall deposit two (2) fodder seed samples of One (1) Kg for each Unit pack in sealed cloth bags labeled with name, address and signature of the supplier as per Indian Minimum Seed Certification Standards to the Director of Animal Husbandry.
- 15.3 Non-deposition of samples will entail rejection of the tender.
- 15.4 The Firm should enclose a declaration that the Fodder Seed is true to type and processed as per prescribed norms.
- 15.5 The Fodder seed samples of approved tenderers shall not be returned. They will be retained for quality analysis as and when the necessity arises.
- 16.0 SUBMISSION OF REFERRAL SAMPLES BY THE SUCCESSFUL TENDERERS:**
- 16.1 **On finalization of tenders**, the successful tenderer has to submit (20) fodder seed samples of approved variety @ (1) Kg packed and labeled as per Indian minimum seed certification standards to the Director of Animal Husbandry, Telangana, Hyderabad for its verification as per the approved sample so as to send to all the (9) Joint Directors (AH) in the State for utilization as referral samples in the districts.

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17.0 SECURITY DEPOSIT:

- 17.1 The security deposit shall be 2% of the cost quoted value of quantity mentioned in MT's with a cap of maximum of Rs.5.00 Lakhs.(Rs.Five Lakhs)
- 17.2 The successful tenderer shall deposit a monetary security in the form of Fixed Deposit from any Nationalized Bank pledged in the name of Director of Animal Husbandry Department, Telangana, Hyderabad. Cheques/Bank guarantees will not be accepted. The total amount payable as security deposit will be communicated by the Director of Animal Husbandry basing on the number of fodder seed varieties approved in favour of the firm.
- 17.3 The Security Deposit and agreement along with acceptance letter are to be submitted within Ten (10) days from the date of communication of tentative approval list sent from this office.

18.0 AGREEMENT

- 18.1 Every successful tenderer on intimation by this office shall execute an agreement on Rs.100/- (Rupees Hundred Only) Non-Judicial stamp Paper in the prescribed form, which will be supplied along with list of items tentatively approved. This is to be typed separately on one side of stamp paper duly attesting each page. The agreement to be signed within the stipulated date.
- 18.2 In the event of failure to execute agreement bond in prescribed form and pledge the security deposit by the successful tenderer within prescribed time, the EMD of such tenderer will be forfeited and such defaulter will forego the right to participate for future tenders.
- 18.3 The tenderer shall not effect supplies without execution of agreement, Security deposit or clear release orders.

19.0 PLACING OF INDENTS:

- 19.1 The Director of Animal Husbandry, Joint Director (A.H) shall be the Indenting Officer, whereas Deputy Directors (A.H)/ Asst. Directors (A.H) are Indenting Officers in the case of all Livestock Farms, Sheep Farms and Frozen Semen Banks.

20.0 SUPPLY CONDITIONS:

- 20.1 The Fodder seed is to be supplied in cloth/gunny/HDPE bag properly treated, packed as per approved unit pack and labeled under Seeds Act as per Indian Minimum Seed Certification Standards and shall bear in red print with inscription 'For Telangana Animal Husbandry Dept. Use' (for T.A.H.D. Use).
- 20.2 The Indenting Officers are entitled to reject the seed if it is not of the stipulated quality, weight, and packing or delivered without Invoice in triplicate.
- 20.3 The Indented seed should be delivered by the supplier at the District Head Quarters or Divisional Headquarters or at any other place as requested by the Indenting Officer, within (15) days of indent, failing which order shall be deemed as cancelled.

21.0 QUALITY TESTING:

- 21.1 The fodder seed supplies will be deemed to be completed only upon receipt of the seed analysis report from the concerned seed testing Laboratories of Agriculture Department. Samples which do not meet quality requirements shall render the relevant consignments/ lots liable to be rejected. If the samples do not confirm to statutory standards, the tenderer should take back the entire stock within a period of 15 days of the receipt of the letter from the Indenting officer or Director of Animal Husbandry, Telangana, Hyderabad. The stock shall be taken back at the expenses of the tenderer. The Director of Animal Husbandry, Telangana, Hyderabad reserves the right to destroy such sub-standard Fodder Seed, if the tenderer does not take back the Fodder Seed within the stipulated time. The Director of Animal Husbandry will initiate necessary action on the tenderer, and that Firm shall be blacklisted and no further supplies accepted in case the rejected seed is not taken back. The tenderer shall also not be eligible to participate in the Animal Husbandry Department, Telangana, Hyderabad tenders for a period of three subsequent years.
- 21.2 If the Fodder Seed sample is declared to be substandard, such consignment will be deemed to be rejected. If any fodder seed supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, inferior in quality or description or are otherwise faulty, then the cost of such fodder seed will be recovered from the tenderer, if the payment had already been made, in addition to penalty for the entire consignment.
- 21.3 If more than 1/3rd quantity of fodder seed of any approved variety supplied in any district is declared as of substandard quality during the Rate Contract period, the firm shall be blacklisted for not less than three years.

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22.0 PENALTIES:

- 22.1 If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified (i.e. ten days) or with draw the tender after the intimation of the acceptance of the tender has been sent to firm or owing to any other reasons, the firm is unable to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited along with the tender shall stand forfeited by the Director of Animal Husbandry Department, Telangana, Hyderabad and the firm will also be liable for all damages sustained by the Director of Animal Husbandry, Telangana, Hyderabad by reasons of breach. Such damages shall be assessed by the Director of Animal Husbandry, whose decision is final in the matter.
- 22.2 If any Fodder Seed consignment supplied by the tenderer has been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit, then the contract price or prices of such fodder seed will be recovered from the tenderer, if payment had already been made to the firm. Otherwise the tenderer will not be entitled to any payment whatsoever for such Consignment. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Director of Animal Husbandry and the tenderer shall be liable for all losses sustained by the Director of Animal Husbandry in consequence of the termination which may be recovered from the tenderer from his properties, as per Revenue Recovery Act.
- 22.3 In the event of tendered Fodder Seed supplies failing in quality tests & timely supply, contract with the tenderer will be suspended and purchases would be made from alternative suppliers.
- 22.4 In all the above conditions, the decision of the Director of Animal Husbandry, Telangana, Hyderabad shall be final and binding.

23.0 PAYMENT PROCEDURE:

- 23.1 No Advance Payment shall be entertained for supplies made.
- 23.2 On arrival of Consignment the indenting officer shall verify the seed variety, Physical purity etc., and accept the consignment if he is satisfied with it as per referral /guard sample. He will arrange to pick the sample and send it to the Government approved Seed Testing Laboratory of agriculture department immediately for obtaining the seed analysis report.
- 23.3 The Joint Director (AH)/ indenting officer shall ordinarily effect the payment within period of (30) days to the supplier towards that consignment on receipt of the seed analysis report confirming the standards specified.
- 23.4 The decision of Director of Animal Husbandry, Telangana, Hyderabad or any officer duly authorized by him shall be final with regard to acceptability of the seed supplied and plea for assigning any reasons for rejection will not be entertained.

24.0 GENERAL:

- 24.1 Participating tenderer should carefully go through the aforesaid conditions governing the contract before submission of tender.
- 24.2 If any tenderer withdraws his tender for any item after opening of tender on any plea or offers to modify any rate by himself, the request of such tenderer will not be considered under any circumstances and EMD of such tenderer shall be forfeited besides debarring such firm from participating in the future Tenders of this department for a minimum period of three (3) years.
- 24.4 In the event of successful tenderer failing to supply the Fodder Seed as indented by the Departmental Officers within the prescribed period, the Director of Animal Husbandry, Telangana, Hyderabad or Indenting Officer have the right to take action against such tenderer. Such defaulters will forego the right to participate in future tenders.
- 24.5 In case the supplies delivered by the firm are not of stipulated quality / quantity or delivered without correct invoice, the Director of Animal Husbandry, Telangana, Hyderabad or any officer authorized by him shall have the power to reject any such supplies (Unless the firm replaces the same with quality seeds at their own cost) besides taking suitable action against erring suppliers.
- 24.6 The quantity of Seed mentioned in Tender is only a tentative requirement. The Quantities indicated may vary basing on Seasonal conditions, natural calamities and field needs.
- 24.7 Payment will be made in the name of the party after receipt and examination of consignment and subject to the confirmation of purity and germination standard reports by the government approved seed testing laboratories of Agriculture department.
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- 24.8 Any shortage as per invoice during the transit will have to be replaced by the supplier free of charges; Otherwise payment will not be effected to such consignment.
- 24.9 Tenderer while supplying the Seed to the Institution should invariably supply literature of that particular variety of Seed in sufficient number as required by Indenting officer.
- 24.10 The bills in Triplicate towards the cost of fodder seed supplied by the successful tenderer are sent to the Indenting Officer. The Indenting Officers and Director of Animal Husbandry, Telangana, and Hyderabad reserve the right to deduct suitable amount by way of penalty for any specific fault. Photo Copies (attested) of the bills shall not be entertained by the Indenting Officers
- 24.11 The tender forms failing to contain necessary enclosures and incomplete / faulty forms at the time of opening shall be rejected without any further notice.
- 24.12 The Director of Animal Husbandry does not bind himself to accept the lowest tender and reserves the right to reject any one or all tenders or accept any one or more tenders at the same time without assigning any reason thereof and no further correspondence will be entertained on this.
- 24.13 In case only one tender is received the discretion of the Director of Animal Husbandry to accept or reject the tender is final.
- 24.14 Tenders with extra condition if any of the tenderer will be summarily rejected.
- 24.15 The Tender committee reserves the right to negotiate with any or all the Tenderers.
- 24.16 Only those agreeing with the tender conditions shall submit their tenders
- 24.17 The tenderer shall submit an undertaking that the firm will supply the indented quantities of approved varieties in their favour under any circumstances as per terms and conditions to the department during the rate contract period
- 24.18 Keeping the volume of fodder seed required for field use, the Director of Animal Husbandry is at liberty to approve more than one firm for a particular variety.
- 24.19 All legal Complications or suits, if any, sought on these transactions shall be limited to any competent court of law within Hyderabad Jurisdiction only
- 25.0 SAVING CLAUSE:**
- 25.1 **NO SUIT, PROSECUTION OR ANY LEGAL PROCEEDINGS SHALL LIE AGAINST ANIMAL HUSBANDRY DEPARTMENT, TELANGANA , HYDERABAD OR ANY PERSON FOR ANY THING WHICH IS DONE IN GOOD FAITH OR INTENDED TO BE DONE IN PURSUANCE OF TENDER.**

S. P.SINGH
PRINCIPAL SECRETARY TO GOVERNMENT